

MEMORANDUM OF UNDERSTANDING
AMONG
THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC
AND
THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND,
AND
THE SECRETARY OF DEFENSE ON BEHALF OF THE
DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
CONCERNING
EXCHANGE OF
ELECTRIC WARSHIP INFORMATION
(Short Title: Electric Warship MIEM)

Certified to be a true copy:



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INTRODUCTION

The Minister of Defence of the French Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on behalf of the Department of Defense of the United States of America, hereinafter referred to as the "Participants":

having a common interest in defense;

recognizing the benefits to be obtained from standardization, rationalization, and interoperability of military equipments;

desiring to improve their mutual conventional defense capabilities through the exchange of information on Electric Warship technologies;

having independently conducted research and development (R&D) of the applications of various technologies; and,

recognizing the benefits of cooperation in the mutual exchange of Electric Warship information;

Have reached the following understandings:

SECTION I

DEFINITION OF TERMS AND ABBREVIATIONS

Authorities	Government officials listed in this MIEM who are authorized to act on behalf of the Participants in matters pertinent to this MIEM.
Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. The information provided under this MIEM will be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.
Establishments	Government organizations listed in this MIEM that provide, or have an interest in, Electric Warship Information to be exchanged.
Electric Warship Information	Research and development information essential to the development of structural life cycle support programs for each Participant's Electric Warship program which can be communicated by any means, regardless of form or type including, but not limited to, information of a scientific, technical, nature whether or not subject to copyright, patent, or other legal protection.
Technical Project Officers (TPOs)	Representatives of government organizations who are specifically authorized to exchange Electric Warship Information under this MIEM.
Third Party	A government other than the government of a Participant and any person or other entity whose government is not the government of a Participant.

SECTION II

OBJECTIVE AND SCOPE

2.1. The objective of this MIEM is to exchange on a reciprocal and equitable basis, research and development information essential to the development of structural life cycle support programs for each Participant's Electric Warship program. To achieve this objective, each Participant will provide Electric Warship Information to the other Participants.

2.2. The research and development information that may be exchanged under this MIEM is further described in Annex A, Electric Warship Information.

2.3. This MIEM does not permit the exchange of computer software or computer software documentation related to the performance or operational capability of weapons systems or sensors, technical data packages, production or manufacturing information, equipment, materials, price and availability information, or financial resources.

2.4. No defense equipment or services may be exchanged or provided under this MIEM.

2.5. The activities of the Participants under this MIEM will be carried out consistent with their national laws, and the obligations of the Participants will be subject to the availability of appropriated funds for such purposes.

2.6. This MIEM does not replace or terminate any existing bilateral information exchanges or cooperative programs.

2.7. This MIEM is intended to facilitate future cooperative efforts between the Participants.

SECTION III
MANAGEMENT

3.1. The Participants hereby establish the following Authorities for this MIEM, or their equivalents in the event of reorganization:

<u>FR Participant:</u>	Service des Programmes Navals, Délégation Générale pour l'Armement (DGA)
<u>UK Participant:</u>	Future Business Group, Defence Procurement Agency (DPA)
<u>U.S. Participant:</u>	NAVSEA 05Z, Naval Sea Systems Command

3.2. The Authorities will be responsible for:

- 3.2.1. reviewing and recommending to the Participants amendments to this MIEM in accordance with Section XII (Amendment, Termination, Entry into Effect, and Duration);
- 3.2.2. exercising executive-level oversight of Electric Warship MIEM efforts;
- 3.2.3. resolving issues brought forth by the Technical Project Officers (TPOs); and,
- 3.2.4. coordinating requests for Third Party transfers on behalf of the Participants in accordance with Section X (Third Party Transfers).

3.3. The following TPOs will represent each Participant:

<u>FR Participant:</u>	Name:	M. Gérard Filliau
	Organization:	DGA SPN/ST/ASP/EP
	Telephone:	+33-1-4059-2622
	Fax:	+33-1-4059-2391
	e-mail:	gerard.filliau@dga.defense.gouv.fr
<u>UK Participant:</u>	Name:	CDR Tony Erskine
	Organization:	MoD DPA/FBG
	Telephone:	+44-117-913-3770
	Fax:	+44-117-913-6913
	e-mail:	fbg-msd@dpa.mod.uk
<u>U.S. Participant:</u>	Name:	Mr. David Clayton
	Organization:	NAVSEA 05Z
	Telephone:	+1-202-781-3766
	Fax:	+1-202-781-4560
	e-mail:	ClaytonDH@navsea.navy.mil

- 3.4. TPOs will be responsible for:
- 3.4.1. exercising day-to-day management of Electric Warship MIEM efforts;
 - 3.4.2. resolving Electric Warship MIEM issues and problems brought forth by Establishments;
 - 3.4.3. referring issues to the Authorities that cannot be mutually resolved by the TPOs;
 - 3.4.4. recommending the amendment or termination of the Electric Warship MIEM to the Authorities;
 - 3.4.5. amending the List of Establishments identified in Annex B;
 - 3.4.6. establishing and maintaining annual Electric Warship Information exchange objectives, as appropriate;
 - 3.4.7. maintaining oversight of the security aspects of the Electric Warship MIEM in accordance with Section VIII (Controlled Unclassified Information) and Section IX (Security); and,
 - 3.4.8. acting as the national focal point for exchange of Electric Warship Information under the Electric Warship MIEM, and maintaining lists of Electric Warship Information exchanged.

SECTION IV

CHANNELS OF COMMUNICATION AND VISITS

4.1. Only those TPOs specified in this MIEM are authorized to exchange Electric Warship Information on behalf of the Authorities. TPOs will forward Electric Warship Information exchanged between the Participants to their counterparts via government channels for appropriate dissemination.

4.2. Each Participant will permit visits to its establishments by employees of the other Participants, provided that the visit is authorized by the host Participant and the sending Participant and the employees have any necessary and appropriate security clearances and a need-to-know.

4.3. All visiting personnel will be required to comply with security regulations of the host Participant. Any Electric Warship Information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this MIEM.

4.4. Requests for visits by personnel of one Participant to establishments of another Participant will be coordinated through official channels, and will conform with the established visit procedures of the host country. Requests for visits will bear the name of the Electric Warship MIEM and include a proposed list of topics to be discussed.

4.5. Lists of personnel of each Participant required to visit, on a continuing basis, establishments and contractor facilities of another Participant will be submitted through official channels in accordance with recurring international visit procedures.

SECTION V

FINANCIAL ARRANGEMENTS

5.1. Each Participant will bear the full costs of its participation under this MIEM. No funds will be transferred between the Participants. A Participant will promptly notify the other Participants if available funds are not adequate to fulfill its responsibilities under this MIEM.

SECTION VI

CONTRACTUAL ARRANGEMENTS

6.1. This MIEM provides no authority for placing contracts on another Participant's behalf in connection with any Electric Warship Information exchanges under this MIEM. Furthermore, this MIEM creates no responsibility to place contracts to implement any Electric Warship Information exchanges under this MIEM.

SECTION VII

DISCLOSURE AND USE OF ELECTRIC WARSHIP INFORMATION

- 7.1. Only Electric Warship Information will be exchanged under this MIEM.
- 7.2. Electric Warship Information provided by the Participants under this MIEM may be used by the other Participants solely for informational and evaluation purposes.
- 7.3. Electric Warship Information exchanged under this MIEM will not be used by the receiving Participant for any purpose other than the purpose for which it was furnished without the specific prior written consent of the Participant which provided the Electric Warship Information.
- 7.4. The receiving Participant will ensure that contractor support personnel, contractors, or any other persons to whom it discloses Electric Warship Information received under this MIEM, are placed under a legally binding obligation to comply with the provisions of this MIEM concerning the use, control, and protection of such information.
- 7.5. No transfer of ownership of Electric Warship Information will take place under this MIEM. Electric Warship Information will remain the property of the originating Participant or its contractors.
- 7.6. Electric Warship Information will be exchanged only when it may be done:
 - 7.6.1. without incurring liability to holders of proprietary rights; and,
 - 7.6.2. where disclosure is consistent with national disclosure policies and regulations of the furnishing Participant.
- 7.7. All Electric Warship Information subject to proprietary interests will be identified, marked, and handled as if it was Controlled Unclassified Information in accordance with Section VIII (Controlled Unclassified Information), or in the event the Information is classified, in accordance with Section IX (Security).

SECTION VIII

CONTROLLED UNCLASSIFIED INFORMATION

8.1. Except as otherwise provided in this MIEM or as authorized in writing by the originating Participant, Controlled Unclassified Information provided pursuant to this MIEM will be controlled as follows:

- 8.1.1. Such information will be used only for the purposes authorized for use of Electric Warship Information as specified in Section VII (Disclosure and Use of Electric Warship Information);
- 8.1.2. Access to such information will be limited to personnel whose access is necessary for the permitted use under subparagraph 8.1.1., and will be subject to the provisions of Section X (Third Party Transfers); and
- 8.1.3. Each Participant will take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 8.1.2., unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may have to be further disclosed under any legislative provision, immediate notification will be given to the originating Participant.

8.2. To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked. The Participants will decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information.

8.3. Controlled Unclassified Information provided pursuant to this MIEM will be handled in a manner that ensures control as provided for in paragraph 8.1.

8.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Participants will ensure the Contractors are legally bound to control such information in accordance with the provisions of this Section.